REQUEST FOR PROPOSAL

for

POLICE FACILITY NEEDS ASSESSMENT

RFP Release Date
July 6, 2018

Proposal Submittal Deadline
August 10, 2018
4:00 p.m.

Questions with regard to submissions, process, or proposals can be emailed to:

Mark Fachin, P.E.
Public Works Director/City Engineer
mark.fachin@losbanos.org

411 Madison Avenue • Los Banos, CA 93635 • (209) 827-7056 • FAX (209) 827-7069 • www.losbanos.org
REQUEST FOR PROPOSALS
for
POLICE FACILITY NEEDS ASSESSMENT

NOTICE IS HEREBY GIVEN that the City of Los Banos (“City”) is issuing this Request for Proposals (“RFP”) for preparation of a Police Facility Needs Assessment.

Consultants are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than 4:00 p.m. Pacific Daylight Savings Time, on August 10, 2018, at the following address:

City of Los Banos
Attn: Lucille L. Mallonee, City Clerk
520 J Street
Los Banos, CA 93635

An original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email are not acceptable and will not be considered. **The original signed proposal and three (3) duplicates are to be submitted in sealed package with the name of the Consultant and RFP title “Police Facility Needs Assessment” clearly marked on the outside of the package. A separately sealed envelope titled “Cost Proposal” shall be included within the Police Facility Needs Assessment sealed envelope.**

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. The responding Consultant is solely responsible for all costs related to the preparation of the proposal.

**Mandatory Site Visit**
July 18, 2018
10:00 a.m.
City Hall
520 J Street, Los Banos

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the Consultant who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City.

The RFP is available on the City of Los Banos website. (www.losbanos.org)
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Introduction

The City of Los Banos is accepting Proposals for a qualified professional firm to conduct a Facility Needs Assessment for a potential new Police Department facility and a remodel/expansion of the existing Animal Shelter. The new Police Department facility would house all Police Department operations. The assessment would include a variety of security related features and needs specific to provide modern and efficient law enforcement operations. The requirements for the Facility Needs Assessment and the general conditions thereof are included in this document.

The firm that receives the award presented by this RFP may also be considered for the final design services contract.

The RFP is intended to provide a common and uniform set of instructions to guide proposers through the development of proposals.

There is no expressed or implied obligation for the City of Los Banos to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

During the evaluation process, the City of Los Banos reserves the right, where it may serve the City’s best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Los Banos, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Los Banos and the firm selected.

It is anticipated the selection of a firm will be completed by September 14, 2018. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council at its October 3, 2018 meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

Proposals must be responsive to City’s request. The City shall determine the most responsive and qualified consultant providing the best service at the most reasonable cost. Cost alone shall not be the determinative factor.

The request for proposals does not obligate the City to award a contract or complete the project and the City reserves the right to cancel the solicitation if deemed in its best interest.
Background

The City of Los Banos is located in the west portion of Merced County, servicing an area of 8.5 square miles with a population of 40,986 and is the County’s second largest City. The City is conveniently located in the center of California and is about two hours from the cities of San Francisco, Oakland and Sacramento, as well as Yosemite National Park.

The City of Los Banos operates under the Council-Manager form of government, with a five member City Council comprised of four Council Members elected by district with overlapping terms of four years and a Mayor elected at large for a term of two years. The City Council appoints the City Manager and City Attorney. The City is also served by a City Treasurer and City Clerk, both of whom are elected officials. The City is organized into departments that provide a full range of municipal services, including police, fire, public works, community and economic development, and administration. The City’s 2018-19 adopted General Fund budget is $15,845,000 and the total City budget is $55,264,000.

The Los Banos Police Department provides an array of full-time services for the residents of Los Banos which include administration, patrol staff, detectives, 911-PSAP/Dispatch, Police Activities League (PAL), code enforcement, animal control & shelter, property/evidence, records, training, and maintaining and operating a Type-1 jail.

The Los Banos Police Department has operations in four (4) separate downtown buildings. The main Police Department building, the Police Annex building, the PAL office building, a storage building (vacant residential house) combined are approximately 48,750 square feet of space. The four parcels total just over 1.12 acres of land owned by the City. Public Safety has occupied the main Police Department building since 1969, the PAL office building since 1992, the Police Annex building since 1999, and the storage building since 2013.

The Police Department houses various offices, a small lobby, booking station, livescan/fingerprint room, storage area, kitchen, and a jail. The jail consists of 7 cells and holds up to 20 inmates. Four cells (14 beds), are for adult males and two cells (6 beds), are for adult females. The jail also includes one large detoxification cell. The Police Annex building houses various offices, a conference room, and a public accessible classroom. The PAL office building is a converted residential house. The storage building is a converted residential house. A current Police Department organizational chart is attached (see Attachment 2).

The proposed location is approximately 3.6 acres located at 1111 G Street, immediately south of G Street and west of Mercey Springs Road in the City of Los Banos. One additional acre of land immediately west of the proposed location may also be included in the overall footprint of the new police facility. The City desires to relocate all Police Department related services, with the exception of the Animal Shelter, to this new location.

The Los Banos Animal Shelter, regulated by the Police Department’s Code Enforcement Department, is located adjacent to the airport at 1000 Airport Road. The main building and portable building combined are approximately 2,500 square feet of space. There is also detached storage on site. There is approximately 1,200 square feet of outside kennels and 5,000 square feet of gated...
exercise yard. The City is open to relocation of the Animal Shelter based on the needs assessment with possible alternative locations being adjacent to the Wastewater Treatment Plant or the Police Department Range.

**Scope of Services**

**Overview**

The project will have three key phases. The first phase will be a physical and operational evaluation at each of the Police Department’s current locations. The second phase will be a space needs analysis that evaluates current and future needs and defines the anticipated life cycle of the new facility and the animal shelter. The space needs analysis will include overall and detailed adjacencies, accepted space standards based on similar facilities and site area requirements. The second phase will also provide a conceptual design floor plan for both the Police Department and the Animal Shelter; and estimated building construction costs for each. The third phase will be a concept level evaluation of the best use for vacated main police department building (945 5th Street), the police annex building (535 J Street), the PAL House building (444 J Street), and the storage building [converted residential house] at (428 J Street).

**Phase One – Needs Assessment**

Evaluate the existing space of the Police Department Facilities and the Animal Shelter, identifying both physical and operations issues of space quality, layout and detail. The analysis must include areas that do not meet current appropriate recommendations for law enforcement design or current life-safety codes.

The needs assessment shall include, but not be limited to the following:

A. Provide an objective evaluation of existing Police Department space. Including graphic identification of code violations and areas that conflict with current recommended law enforcement design guidelines including CALEA.

B. Conduct a series of interviews with the Police Department representatives to discuss current and future staffing projections and confirm organizational structure. Additional progress meetings with city staff shall be considered outside of the interviews.

C. Verify, and update current Police Department requirements leading to a right-sizing of space requirements.

D. Consultants shall use a nationally recognized system of space evaluation using resources from the International Association of Chiefs of Police, CALEA and the consultant’s own experience to determine the space required for each staff member based on title, rank, and/or function. Using that system, a total space needs assessment shall be rendered for both current and future projections.

E. Space needs shall include but not be limited to public reception space, cubical/office space, locker storage, conference and training rooms, interview room, 911-PSAP/dispatch center, jail/holding area, break rooms, wash rooms, records, property/evidence storage, information technology requirements, report writing, ‘crash pad’/sleeping rooms, parking/fleet area, citywide EOC, workout room, etc.
F. Adjacency requirements graphically represented based on interview feedback. Adjacencies should include detailed internal division adjacencies, overall building adjacencies and site adjacencies.

G. Design should take into consideration and incorporate future growth and build out needs to meet Department and community growth.

**Phase Two – Conceptual Design**

Perform a spatial needs assessment/architectural program for the Police Department and the Animal Shelter that evaluates current and future needs (30+ year horizon), and anticipated life cycle of the facility. Develop conceptual single and multi-level floor plans and estimated building costs for said options. The concept design drawings will include at minimum: site size requirements, and floor plans, building elevations, and 3-D images to accurately exhibit the size, scope and conceptual design of the proposed facility.

The conceptual design shall include, but not be limited to, the following:

- A. Conceptual design work sessions with City and Police Department personnel to develop appropriate single and multi-floor alternatives.
- B. Floor plan diagrams showing location of internal divisions of the PD, public and secure circulation, public and staff entries and special staff support spaces (lockers, break rooms).
- C. Site diagrams showing setback parking and access/egress requirements.
- D. 3-D massing diagrams showing proposed concept design alternatives.
- E. Building elevation and section drawings annotated with preliminary material and finish suggestions.
- F. Conceptual design cost estimates.

**Phase Three – Vacated Space Concept Design**

Perform a concept level evaluation and assessment of the vacated police operations space: the main police department building, the police annex building, the PAL building, and storage building. The evaluation and assessment of the vacated police operations space will redefine the existing floor plan to accommodate alternative uses for the vacated space, including potentially demolishing the structure(s). The concept design drawings will include a minimum revised floor plan showing new and rearranged facility uses.

The concept design shall include, but not be limited to the following:

- Provide concept level evaluation of the best use(s) of vacated main Police Department building, Police Annex building, PAL building, and storage building. Uses to consider may include, but are not limited to:
  
  a. Meeting Rooms
  b. Other City Department Offices
  c. Council Chambers
  d. Demolition
  e. Courtyard (Park Facility)
Deliverables

A. Tabbed, spiral bound Needs Assessment/Architectural Program Report with recommendations. Tabs for the report shall be determined during the process. Three completed sets in hard copy format and one electronic version in .pdf format.

B. Conceptual design site plan, floor plan, and 3-D renderings identifying the intent of the design.

C. Conceptual construction building cost estimates for four (4) design options for the proposed new Police Department building.

D. Conceptual plan depicting the best use of the vacated main police department building, police annex, PAL House, residential house, and (if relocated) the animal shelter.

Project Schedule

The City will not give verbal answers to clarifications regarding information in this RFP, or verbal instructions prior to the submission deadline. All clarifications shall be submitted in writing. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Consultant accepting verbal directions. Any explanation desired by a Consultant must be requested of the City representative in writing no later than August 1, 2018 at 5 p.m.

Below is a desired schedule for initiation of this project; however dates may be subject to change and adjusted as necessary.

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<td>Oral Interviews (conducted at City’s discretion week of)</td>
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* Start location of mandatory site visit – City Hall, 520 J Street, Los Banos, CA 93635
Purpose – tour existing and future Police facilities sites, including the animal shelter.
No proposals shall be considered without Consultant present for the mandatory site visit.

Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

Mark Fachin P.E.
Public Works Director/City Engineer
mark.fachin@losbanos.org

All pertinent inquiries received prior to 5 p.m. on August 1, 2018 will have answers posted on the City’s website by 5 p.m. August 3, 2018.
The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

The successful respondent shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five years after delivery of the required reports, unless notified in writing by the City of the need to extend the retention period. The Consultant further agrees to allow City staff to review such documents upon written request at any time during the retention period.

Submission of Proposal
Proposals submitted by facsimile or emails are not acceptable and will not be considered. The original signed proposal and three (3) duplicates are to be submitted in sealed package with the name of the Consultant and RFP title “Police Facility Needs Assessment” clearly marked on the outside of the package. A separately sealed envelope titled “Cost Proposal” shall be included within the Police Facility Needs Assessment sealed envelope.

The Proposal shall be received by City Clerk of the City of Los Banos by 4:00 p.m. Pacific Daylight Savings Time on August 10, 2018 for a proposal to be considered. The Proposal should address the items listed below. The Proposal should be addressed as follows:

City of Los Banos
Lucille L. Mallonee
City Clerk
520 J Street
Los Banos, CA 93635

Proposal Content
The Consultant shall be responsible for preparing an effective, clear, and concise proposal. The Consultant shall submit one (1) bound original signed proposal, three (3) bound proposal copies and one reproducible copy of the proposal. A 12-point font size is required for typed portion of sections 1-5, smaller fonts are acceptable for tables, charts, and exhibits. The proposal shall be typed and must contain no more than 20 typed pages. The conflict of interest statement, comments on or requested changes to contract, work schedule, and staff availability sections are not counted toward the 20 page limitation when inserted at the end of the proposal. The following information shall be included:

1. Letter of Interest: Please include a letter expressing the Consultant’s interest in being considered for the project. Include a statement regarding the consultant’s availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultant and all key project staff to provide specified services.

2. Project Understanding and Approach: Please include a statement demonstrating your understanding of the proposed project. Describe your approach to completing the project successfully; methodologies and technologies you would employ; key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience:** Please include information describing the Consultant’s experience with Facility Needs Assessments, including studies for public agencies. Please provide a minimum of five (5) specific examples of the Consultant’s relevant experience with Facility Needs Assessments. At a minimum, the Consultant should provide a list of the most recent projects for which the Consultant has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

4. **Project Manager:** Please include information about the specific relevant experience and billing rates for the proposed Project Manager. A Project Manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least two references for the Project Manager.

5. **Proposed Scope of Services:** Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City’s proposed scope of work.

6. **Conflict of Interest Statement:** The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

7. **Comments on or Requested Changes to Contract:** The City standard professional services agreement is included as Attachment 2 to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

8. **Work Schedule:** Provide a realistic proposed schedule designed to meet the City’s objectives with key deliverables, milestones, and tasks, including dates for completion of the final reports.

9. **Staff Availability:** Provide resumes of key personnel who will be assigned to the delivery of the needs assessment.

10. **Cost Proposal:** In a *separate sealed envelope* marked “Cost Proposal” inserted within the Police Facility Needs Assessment package, provide the following:

    a. **Total All-Inclusive Not To Exceed Maximum Price:** The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not to exceed price is to contain all direct and indirect costs including all out-of-pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.
b. **Manner of Payment:** Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the consultant’s proposal. Interim billings shall cover a period of not less than a calendar month.

## Format for Proposal

To facilitate the review of responses, all responses are required to adhere to the following requirements with regard to their proposal. The City strongly encourages respondents to ensure that RFP submissions are succinct and clearly organized. If the proposal is not in this format or does not include all of the listed items, it may be deemed non responsive. For ease of handling, all responses are to be provided in a standard 8 ½” x 11” portrait format with binding on the left hand edge.

1. **Title Page** showing the request for proposals subject; the firm’s name; the name, address and telephone number of the contact person; and the date of the proposal.

2. **Table of Contents** identifying the materials submitted by section and page number.

3. **Detailed Proposal** following the order set forth in the Proposal Content.

## Criteria for Selection

Proposals will be reviewed by City staff and evaluated to determine which proposals best meet the criteria of the RFP. Evaluation of the proposals by staff is expected to be completed within 21 days following the proposal submittal deadline. The final selection will be based on completeness, comparable experience, technical merit, and time to perform project.

The City reserves the right, without qualification, to:

1. Reject all proposals.

2. Exercise discretion and apply its judgment with respect to any proposal submitted.

3. Select proposals which qualify on the following factors with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
   a. Letter of Interest (5 pts)
   b. Project understanding and approach (15 pts)
   c. Relevant experience (10 pts)
   d. Project Team (10 pts)
   e. Scope of Services (10 pts)

A recommendation for consultant selection will be made to the City Council based on Staff’s “best value” evaluation of the proposals/qualifications, which will take into account the consultant’s team’s qualifications, comparable experience, availability to undertake the project, complete the tasks timely, deliver a high-quality work product, and the ability to comply with the City’s standard professional services agreement.
All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the Consultant’s capabilities, competence and capacity will be considered as well. The City reserves the right to choose the overall best firm according to the City’s criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City’s decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award. The decision of whether to award a contract and selection of a consultant will be in the sole discretion of the City Council.

**Special Conditions**

**Contract and Insurance Requirements**

The selected consultant shall be required to enter into a city-prepared Professional Services Agreement approved by the City Attorney. Consultants shall be prepared to accept the terms and conditions of the City’s Standard Professional Services Agreement including all Insurance Requirements. The successful Consultants bid and the terms and conditions stated in this RFP will be made part of the contract between the City of Los Banos and the Consultant. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the City of Los Banos and the successful Consultant.

- **General Liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

- **Workers’ Compensation.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars ($1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

- **Auto Liability.** Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars ($1,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

- **Professional Liability.** Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and
Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant’s bid.

**Reservations.**
This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Consultant responding to this RFP, or parties they represent, for obtaining any of the information solicited.

**Public Records.**
All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

**Right to Cancel and Amend.**
The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Consultants will be notified in writing.

**Additional Information.**
The City reserves the right to request additional information and/or clarification from any or all Consultants.

**Conflict of Interest.**
Consultant covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Consultant further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Consultant certifies that to the best of Consultant’s knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

**Release of Public Information.**
Consultants who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City must receive prior written approval from the City before disclosing such information to the public.

**Non-Assignment.**
If a contract is awarded, the selected Consultant shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.
Collusion.
Each Consultant certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Consultant certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Consultant, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Consultants. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding Consultant has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Consultant is believed to have interest.

Debarment.
By submitting a proposal, the Consultant certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

Equal Employment Opportunity Compliance.
The selected Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

Right to Audit.
The selected Consultant shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected Consultant shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.
Attachment 1

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITy OF LOS BANOS
AND
[CONSULTANT NAME]
FOR
POLICE FACILITIES NEEDS ASSESSMENT

THIS AGREEMENT is made and entered into this ___ day of ________ 20__, by and between the City of Los Banos, a municipal Corporation (herein referred to as “City”) and [CONSULTANT NAME], a [partnership, corporation, etc.] (herein referred to as “Consultant”).

RECITALS

A. WHEREAS, City proposes to have Consultant perform the services described herein below;

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated;

C. WHEREAS, City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement;

D. WHEREAS, City and Consultant desire to contract for specific services described below and desire to set forth their rights, duties and liabilities in the services to be performed; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Term. The term of this Agreement shall commence upon execution of this Agreement and City's issuance to Consultant a notice to proceed for all or a portion of the work and shall terminate upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, unless terminated earlier as set forth herein.

2. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) and Consultant’s Response to City’s RFP (the “Proposal”). A copy of said RFP and Proposal is attached hereto as Exhibit A and incorporated herein by this reference.
Notwithstanding services described above, the City may request and Consultant may agree to perform other services. The scope of such services and compensation shall be agreed to in writing, signed by both parties and shall become a part of this Agreement.

2.1. All professional services shall be performed by Consultant or under Consultant’s supervision. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in accordance with sound professional practices.

2.2 Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3. **Time of Performance** Time is of the essence in the performance of services under this Agreement and Consultant shall perform the services in accordance with the Project Schedule attached hereto as Exhibit B and incorporated herein by reference. The failure by Consultant to strictly adhere to the schedule may result in termination of this Agreement by City.

Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant’s reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

4. **Compensation.** City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Pricing Proposal submitted by Consultant attached hereto as Exhibit C and incorporated herein by reference. Consultant’s compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub Consultant fees, shall not exceed [DOLLAR AMOUNT] unless authorized in writing by the City and approved by the City Council.

4.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant’s bills shall include the name of the person who performed the work, a brief description of the services performed and the specific Task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City. City shall pay Consultant no later than thirty (30) days after receipt of the monthly invoice by the City.

4.2 Consultant shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, “Additional Work” means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work shall be billed in accordance with the Billing Rates as set forth in Exhibit C and on the terms set forth in this Article 4.
5. **Contract Administration.** The Public Works Director/City Engineer shall have the authority to act for City under this Agreement. The Public Works Director/City Engineer or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall have the authority to act for Consultant under this Agreement.

6. **Project Managers.** City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated [NAME OF PROJECT MANAGER], to be its Project Manager. Consultant shall not remove or reassign the Project Manager without the prior written consent of City. City’s approval shall not be unreasonably withheld.

7. **Indemnification.** When the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel’s fees and costs but only to the extent the Consultant (and its Sub consultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Sub consultants) and the City in the performance of professional services under this agreement.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel’s fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney’s fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

In the event the City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant’s performance of this agreement, the Consultant shall provide a defense to the City indemnities, or at the City’s option, reimburse the City indemnities their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.
8. **Insurance.** Without limiting Consultant’s indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

   A. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

   B. **Signature.** A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

   C. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders’ Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City Attorney.

   D. **Coverage Requirements.**

      i. **Workers’ Compensation Coverage.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars ($1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

      ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insureds, ISO form CG 20 37, is also required.

      iii. **Automobile Liability Coverage.** Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars ($1,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

      iv. **Professional Errors and Omissions Insurance.** Consultant shall maintain professional liability insurance that insures against professional errors and
omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant's bid.

E. **Endorsements.** Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant’s operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

8.1 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

9. **Nondiscrimination.** In the performing of this Agreement, Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.
10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant’s employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

10.1 The Consultant shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker’s Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City’s employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section 10.

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to all findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process.

12. **Confidentiality.** All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law. All documents, including drafts, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law.

13. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City’s representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access.
and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

14. **Conflict of Interest.** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the “Act”), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant’s violation of this Section.

Consultant represents that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

15. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant’s sole cost and expense.

16. **Compliance with Laws, Rules, Regulations.** Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant’s performance under this Agreement.

17. **Integration; Amendment.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

19. **Waiver/Validity.** Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of
any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

20. **Jurisdiction.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Merced.

21. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

   To City:
   City of Los Banos
   520 J Street
   Los Banos, California 93635
   Attn: Mark Fachin, P.E.
   Public Works Director/City Engineer

   To Consultant:
   [CONSULTANT]  
   [ADDRESS]  
   [CITY, STATE, ZIP]  
   Attn: [NAME]

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

22. **Termination.** City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving written notice of such termination to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. In the event of such termination, Consultant shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

23. **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

[CONSULTANT]

Date:________________, 20__

by: [NAME AND TITLE]

CITY OF LOS BANOS, a California municipal corporation

Date:________________, 20__

by: Alex Terrazas, City Manager

ATTEST:
CITY CLERK

______________________________
Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

______________________________
William A. Vaughn
City Attorney
Attachment 2

Chief of Police (1)

Operations Commander (1)
- Administrative Services Supervisor (4)
- Special Services Unit Supervisor (4)
- Jail Facility Manager
  - Citizen Ride-Alongs
  - K-9 Program
  - SWAT
  - Fleet Management
  - Use of Force Review
  - DA Rejections & Filings
  - Training Division
  - Range Masters
- Administrative Services Unit QIC (1)
- Special Services Unit OIC (1)
- Mounted Multi-Agency Task Force (KMHTF) (1)
- Detectives (3)
- Traffic (6)
- Street Crimes Unit (6)

Administrative Commander (1)

Special Services Unit (1)

Additional Duties

Police Services Manager (1)
- Communications Division
- Support Services
- Additional Duties

Patrol Division (27)
- Patrol Schedule
- DEA Liaison Volunteers
- Jail Supervisor
- FTC Coordinator Reserve Program
- Officer in Charge (OIC)
- Explorers

Los Banos Police Department
“Pride in Service, Integrity in Action”

Effective July 2018